

BOWMAN AND BROOKE LLP
Richard L. Stuhlbarg (SBN 180631)
richard.stuhlbarg@bowmanandbrooke.com
970 West 190th Street, Suite 700
Torrance, CA 90502
Tel: 310.768.3068
Fax: 310.719.1019

Attorneys for Defendant,
FCA US LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ANGELA P. SPEGAL, an
individual; and KRISTOPHER G.
HAIL, an individual,

Plaintiffs,

vs.

CJM AUTOMOTIVE GROUP,
INC., a California Corporation;
FCA US LLC, a Delaware Limited
Liability Company; and DOES 1
through 75, inclusive,

Defendants.

CASE NO.: 2:20-at-248

(Removed from California Superior Court,
Kern County - Case No. BCV-20-100311)

**DECLARATION OF RICHARD
STUHLBARG IN SUPPORT OF FCA
US LLC'S NOTICE OF REMOVAL**

Action Filed: January 31, 2020
Trial: None

I, Richard Stuhlbarg, declare as follows:

1. I am an attorney admitted to practice before all courts of the State of California and the United States District Court for the Eastern District of California. I am a Partner at Bowman and Brooke LLP, attorneys of record for FCA US LLC ("FCA US"). This declaration is offered in support of FCA US's Notice of Removal to the United States District Court for the Central District of California under 28 U.S.C. §§ 1331, 1332, 1441 and 1446. I have personal knowledge of all the facts set forth herein, and if called upon to do so by the Court, could and would testify competently thereto. As to those matters stated upon information and belief, I am informed and believe such matters to be true.

1 This declaration is submitted in support of Defendant's Notice of Removal
2 to the United States District Court for the Eastern District of California under 28
3 U.S.C. §§ 1331,1332, 1441 and 1446.

4 3. In executing this declaration, I do not intend, and FCA US has not
5 authorized me, to waive any protections or privileges FCA US may have as to
6 proprietary, trade secret, and/or confidential information, or to waive FCA US'
7 attorney-client privilege as to any of its communications or to waive the work
8 product immunity developed in anticipation of or in response to litigation. I intend
9 only to describe certain factual matters that are pertinent to this declaration.

10 4. I obtained a J.D. from the Loyola Law School in Los Angeles in 1995.
11 I was President of the South Bay Bar Association in Torrance in 2019 where I was
12 previously on the Board of Directors and the Civil Litigation Section Chair. I have
13 also been recognized as a *Southern California Super Lawyer*. I have handled
14 hundreds of Song-Beverly Act (or California lemon law) cases since 1998 and
15 tried more than 20 to verdict or nonsuit for clients including AM General
16 (Hummer), Aston Martin, BMW, Ferrari, Ford, Jaguar, and Toyota in state and
17 federal courts. I have lectured on state and federal lemon law to various groups
18 including most recently at the April 2019 American Bar Association TIPS Motor
19 Vehicle conference in Coronado, California on recent California Automotive
20 Appellate Warranty Update. I represent automotive clients in cases involving
21 claimed violations of the Song-Beverly Act, the Magnusson-Moss Act and
22 including allegations of fraud, violation of the Consumers Legal Remedies Act,
23 and punitive damages.

24 5. The Song-Beverly Act allows for the recovery of attorney's fees, and
25 plaintiffs' attorneys regularly request more than \$75,000 in Song Beverly cases
26 tried or prepared for trial. *See, e.g., Hall v. FCA US LLC*, 2018 U.S. Dist. LEXIS
27 85048, at *8-9 (E.D. Cal. May 21, 2018) (plaintiffs' counsel sought \$82,110 in fees
28); *Ruiz v. BMW of N. Am., LLC*, 2018 U.S. Dist. LEXIS 76855, at *22 (C.D. Cal.

1 May 7, 2018) (plaintiff's counsel sought \$203,966 in fees); *Garcia v. FCA US LLC*,
2 2018 U.S. Dist. LEXIS 37594, at *8 n.1 (E.D. Cal. Mar. 7, 2018) (plaintiff's
3 counsel sought \$60,615 in fees); *Davtian v. Jaguar Land Rover N. Am. LLC*, 2017
4 U.S. Dist. LEXIS 30600, at *3 (C.D. Cal. Mar. 3, 2017) (plaintiffs' counsel sought
5 \$195,125 in fees); *Clayton v. Ford Motor Co.*, 2017 Cal. App. Unpub. LEXIS
6 4596, at *1-2 (July 5, 2017) (plaintiffs' attorneys sought \$177,840 in fees based on
7 444.6 hours of work at an hourly rate of \$400, plus a 2.0 multiplier, i.e. \$355,680);
8 *Goglin v. BMW of N. Am., LLC*, 4 Cal. App. 5th 462, 464 (2016) (trial court
9 awarded "\$185,000 in attorney fees and costs for successfully settling her claims
10 under the Song-Beverly Consumer Warranty Act "). In my experience litigating
11 such cases, it is not uncommon, and in fact quite regular, for attorney's fee and
12 cost awards (or resolutions through informal discussions with opposing counsel) to
13 exceed \$100,000. In sum, the attorney fee and cost payments tendered (or for
14 judgments entered) to the consumer's counsel routinely adds significant financial
15 exposure to an automotive manufacturer and is a recoverable element of damages
16 in lawsuits involving the Song-Beverly Act.

17 6. Based on my experience and knowledge of litigating in cases
18 involving claimed violations of the Song-Beverly Act, I testify the amount in
19 controversy in this case is more likely than not to exceed \$75,000.

20 7. Furthermore, my extensive experience in opposing these type of cases
21 has been that individual dealerships have not been sued as a matter of course. It is
22 my belief that the instant Plaintiff only sued the named CJM Automotive Group,
23 Inc., located in Kern County, in an attempt to defeat diversity and to prevent the
24 matter from being removed to federal court.

25 8. Upon review of the Complaint, I was able to ascertain the amount in
26 controversy and learned that this case is removable. Attached as **Exhibit A** is a true
27 and correct copy of the Complaint filed in *Angela P. Spegal and Kristopher G.*
28 *Hail v. FCA US LLC et al.*, Case No. BCV-20-100311.

1 9. Plaintiffs alleged they are entitled to relief including rescission of the
2 purchase contract and restitution of all monies expended. The sales contract for
3 Plaintiffs' vehicle, which is the subject of the Complaint, states the total sales price
4 of the vehicle is \$42,544.16. Attached as **Exhibit B** is a true and correct copy of
5 the Sales Contract between Plaintiffs and CJM Automotive Group, Inc., for the
6 sale of a used 2015 Jeep Wrangler Unlimited, VIN: 1C4HJWDGXFL554230. The
7 Sales Contract is also attached as **Exhibit 1** to the Complaint.

8 10. I performed the calculations to determine the potential damages to be
9 awarded to Plaintiffs if they prevail on their Song-Beverly Act causes of action.

10 11. The Song-Beverly Act authorizes a prevailing party to recover up to
11 two times the purchase price of the vehicle as civil penalty.

12 12. Pursuant to the statutory method of calculation above, I calculated
13 Plaintiffs' potential damages on their Song-Beverly Act claims using figures
14 presented in the Sales Contract. In this case Plaintiffs alleged they are entitled to
15 damages in rescission of the purchase contract and restitution of all monies
16 expended, which is not less than \$42,544.16 plus \$85,088.32 as a double civil
17 penalty totals \$127,632.48. The prevailing party can also recover reasonably
18 incurred attorney's fees.

19 13. Attached as **Exhibit C** is a true and correct copy of the Summons
20 filed in *Angela P. Spegal and Kristopher G. Hail v. FCA US LLC et al.*, Case No.
21 BCV-20-100311.

22 14. Attached as **Exhibit D** is a true and correct copy of the Civil Case
23 Cover Sheet filed in *Angela P. Spegal and Kristopher G. Hail v. FCA US LLC et*
24 *al.*, Case No. BCV-20-100311.

25 15. Attached as **Exhibit E** is a true and correct copy of FCA's Answer to
26 Plaintiffs' Complaint filed in *Angela P. Spegal and Kristopher G. Hail v. FCA US*
27 *LLC et al.*, Case No. BCV-20-100311.
28

PROOF OF SERVICE
F.R.C.P. Rule 5(b)(2)(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 970 West 190th Street, Suite 700, Torrance, CA 90502 and my e-mail address is:

On March 9, 2020, I served the foregoing documents described as **CIVIL COVER SHEET** on all interested parties in this action by enclosing ☒ a true copy ☒ the original of them in an envelope addressed as follows:

Sharon E. Glassey, Esq.

ATTORNEYS FOR PLAINTIFFS

Christopher T. Smith, Esq.

Zachary H. Rankin, Esq.

Tel: 858/ 207-6127

Glassey | Smith

Fax: 858/ 263-0218

9685 Via Excelencia, Suite 108

EM:

San Diego, CA 92126

sharon@californiaconsumerattorneys.com

chris@californiaconsumerattorneys.com

zac@californiaconsumerattorneys.com

☒ **BY MAIL (F.R.C.P. Rule 5(b)(2)):** I served the documents by placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with the firm's business practice for collecting and processing documents for mailing. On the same day the document is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage date is more than 1 day after the date of deposit for mailing in affidavit.

☐ **BY ELECTRONIC SERVICE (CCP 1010.6(b)(6)):** Based on an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the addressees persons at the electronic notification listed on the Service/Mailing List.

Executed on March 9, 2020, at Torrance, California.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


ELIZABETH VELASQUEZ